SEWER EASEMENT

For and in consideration of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, Hyneman Dev. Co., Inc., a Mississippi corporation, does hereby grant unto the City of Olive Branch, Mississippi, a Mississippi Municipal Corporation, a perpetual easement with the right to install, construct, lay and thereafter use, maintain, and inspect sewer lines installed within this easement hereto, on, over and across the property in DeSoto County, Mississippi, which is more particularly described in Exhibit "A", which is made a part hereof as if fully copied herein.

This easement covers the sewer lines referred to on the plat which is also attached hereto as Exhibit "A". Grantor also grants to Grantee the right of ingress and egress over Grantor's adjacent property during the construction phase of the project from the existing City street to the easement area for the purpose for which the above mentioned rights are granted. The consideration recited herein shall constitute payment in full for the use of the easement area for the sewer line. The City of Olive Branch will guarantee that no unreasonable damage will result from the construction of the utility line on the Grantor's property, whether the construction is within the easement or in the area of ingress and egress to the easement area. This agreement together with the provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successor, and assigns. The Grantor covenants that it is the owner of the above described lands and that said lands are free and clear of all encumbrances and liens except as listed below.

Witness our signatures this the 27 mg day of June, 2000.

HYNEMAN DEV. CO., INC., a Mississippi corporation STATE HS .- DESOTO CO. JUN 30 10 07 AM 100 USS W. Hyneman, Śecretary BK375 331 STATE OF I LIMITS SELL COUNTY OF Shelly Personally appeared before me, the undersigned authority in and for the said county and state, on this 27 day of June, 2000, within my jurisdiction, the within named John W. Hyneman, who acknowledged that he is President and Secretary of Hyneman Dev. Co., Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do, My Commission Expires: 2-19-03

Prepared by and return to: Gary P. Snyder, Watkins Ludlam Winter & Stennis, P.A., P.O. Box 1456, Olive Branch, MS 38654, (662) 895-2996.

